

# COLLECTIVE AGREEMENT



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Between

**McMaster University**

and

**Service Employees' International Union - Local 2.0n  
(Casual Custodial Staff)**

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**2005 - 2007**

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THIS AGREEMENT made as of the 13th day of October, 2005

BETWEEN:

McMASTER UNIVERSITY

(Hereinafter called the "Employer")

- and -

SERVICE EMPLOYEES' INTERNATIONAL UNION, Local 2.on  
CASUAL CUSTODIAL STAFF

(Hereinafter called the "union")

WITNESSETH the parties hereto agree as follows:

## **PURPOSE/PREAMBLE**

The general purpose of this Agreement is to maintain an orderly collective bargaining relationship between McMaster University and its Employees represented under this Agreement by the Service Employees' International Union, Local 2.0n, to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rates of pay and other working conditions.

The parties agree to work together to achieve a climate of mutual respect to promote and enhance a professional working relationship appropriate for the promotion of excellence at McMaster University.

The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

## **ARTICLE 1 - TERM OF AGREEMENT**

**1.01** This Agreement shall be in effect from the date of ratification by both parties and shall continue in effect up to and including the 30th day of September, 2007.

**1.02** This Agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of 90 calendar days immediately prior to the expiration date that it desires to amend or terminate this Agreement.

If notice to bargain is given by either party, the parties shall meet within twenty-one (21) days, or as otherwise agreed by the parties, for the purpose of commencing negotiations.

**1.03** For the purpose of sending proper notice herein, the following shall be the addresses of the respective parties:

Assistant Vice-President, Human Resources Services  
McMaster University  
1280 Main Street West  
Hamilton, Ontario, L8S 4L8

Service Employees' International Union, Local 2.0n  
238 Jane Street  
Toronto, Ontario, M6S 3Z1  
Attention: Mr. Ted Mansell, Secretary-Treasurer

**1.04** Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

## **ARTICLE 2 - RECOGNITION**

**2.01** The University recognizes the union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work, and other working conditions for all employees of the University involved in the maintenance and service of the buildings of the University on its present campus, save and except:

- (a) supervisors and persons above the rank of supervisor;
- (b) stationary engineers and persons primarily engaged as their helpers;
- (c) employees in other bargaining units for which any trade union holds bargaining rights under *The Labour Relations Act, 1995*; S.O. 1995, c. 1, Sch. A, as amended;

- (d) persons regularly employed for more than twenty-four (24) hours per week; and
- (e) students hired for the school vacation period who perform grounds keeping work.

For greater clarity, the parties agree that the nature of the work of this bargaining unit shall be casual, part-time custodial work.

**2.02** Supervisors and persons above the rank of supervisor will not perform work which is normally performed by members of the bargaining unit so as to be the direct cause of a layoff of an employee or failure to recall an employee, except in cases of:

- i) training and experimentation;
- ii) emergencies;
- iii) qualified employees not being immediately available.

### **ARTICLE 3 - DEFINITIONS**

**3.01** In this Agreement, the following terms shall be defined as set out in this article, unless a contrary intention is expressly provided for elsewhere in this Agreement.

**Agreement:** means the collective agreement between the parties unless otherwise specifically stipulated.

**Bargaining Unit:** refers to the bargaining unit as defined in Article 2.01.

**Days:** refers to working days unless otherwise specified.

**Employee(s):** refers to any or all of the employees in the bargaining unit, except where the context otherwise provides.

**Employer:** refers to McMaster University.

**His/Hers:** masculine shall include the feminine when the context so requires.

**Union:** refers to the Service Employees' International Union, Local 2.0n.

**University:** refers to McMaster University.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, classify, transfer, promote, layoff and for just cause, to demote, discharge, suspend or otherwise discipline Employees subject to the provisions of this Agreement;
- (c) establish, enforce, and alter from time to time clear and reasonable rules and regulations to be observed by employees. Such rules will not be inconsistent with the provisions of this Agreement, governing the conduct of the employees, it being understood that any new or modified rules or regulation affecting members of this bargaining unit will be discussed with the union representatives prior to its enforcement, and;
- (d) generally to manage and operate McMaster University.

**4.02** The union also acknowledges that all Managerial rights of the Employer shall be reserved to it except to the extent herein expressly limited.

## **ARTICLE 5 - UNION SECURITY**

**5.01** The Employer shall deduct union dues from the wages of all employees in the bargaining unit, in an amount specified in writing by the union.

Such dues shall be remitted prior to the 10th day of the month following the month the deductions are made to the Secretary-Treasurer of the union together with a list of names of the employees from whom the deductions were made.

**5.02** Employees shall become and remain members of the union.

**5.03** The Employer will provide employees with a copy of the Collective Agreement, the cost of which will be divided equally between the Employer and the union.

**5.04** The Employer will consider a request for a leave of absence without pay, to an employee elected or appointed to full-time union office, upon application by the union in writing. It is understood that not more than one (1) employee may be on such leave at anytime and that the decision to grant or not grant such leave is the Employer's sole prerogative.

Such leave, if granted, shall be for a period of one (1) calendar year from the date of

appointment unless extended further by agreement of the parties. For the purpose of Workplace Safety and Insurance Benefits, such employees are deemed to be employed by the union.

- 5.05** The Employer will recognize up to two (2) stewards from amongst the employees in this bargaining unit. The function of the stewards will be to assist in the processing of grievances hereunder and to use their best efforts by word and example to require the employees to abide by the terms of the Agreement. Such functions shall, so far as possible, be performed outside their regularly scheduled hours of work. When permission has been granted to a steward to leave his/her work temporarily in respect to a grievance at Stage One, Two, or Three, in the Grievance Procedure, such steward shall suffer no loss of pay for the time so spent.

## **ARTICLE 6 - NO HARASSMENT/NO DISCRIMINATION**

- 6.01** The Employer will not discriminate against, interfere with, restrain or coerce employees because of membership in the union.
- 6.02** The union agrees that neither the union nor its members will solicit membership, distribute union information or hold meetings on Employer property, without the prior approval of Management.
- 6.03** There shall be no collection of union dues, assessments or fines nor solicitation of membership in any union, except as expressly permitted by this Agreement.
- 6.04** The Employer and the union and its members will not discriminate against any employee because of that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, record of offences, marital status, family status, or handicap.
- 6.05** All employees covered by this Agreement have a right to freedom from sexual harassment in the workplace. The Employer and the union are committed to addressing issues of concern relating to sexual harassment that may arise.
- 6.06** The parties agree to foster a harassment free workplace. Harassment in the workplace includes threats or a pattern of aggressive or insulting behaviour by a person in the workplace, where the person knows or reasonably out to know that this behaviour is likely to create an intimidating or hostile workplace environment.
- 6.07** An employee may elect to submit a grievance alleging sexual harassment, discrimination or general harassment under the Collective Agreement or to file a complaint under the University's Sexual Harassment Policy or the University's Anti-Discrimination Policy.

- (a) An employee who elects to file a grievance under this Agreement shall have access to the mediation process in the University's Anti-Discrimination Policy and/or Sexual Harassment Policy prior to the grievance procedure and may be accompanied by a union Steward during the process. An employee may withdraw from the informal resolution process at any time.
- (b) An employee who files a grievance under this Agreement alleging discrimination contrary to this Article may meet with the University's Sexual Harassment/ Anti-Discrimination Officer prior to the Stage 1 meeting of the grievance procedure and may be accompanied by a Steward. Thereafter, an employee may resume the grievance process.
- (c) Employees electing to proceed with a complaint under the University's Anti-Discrimination Policy and /or Sexual Harassment Policy shall have the right to be accompanied by the union Steward at any stage of the process.

## **ARTICLE 7 - JOINT WORKING CONDITIONS COMMITTEE**

**7.01** The union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation. This Committee will work to foster effective communications and the development and improvement of ongoing work conditions and work relationships between the parties and to maintain a spirit of mutual cooperation and respect.

The Joint Working Conditions Committee established for the full-time Operations and Maintenance bargaining unit shall be the Joint Working Conditions Committee established for this bargaining unit.

The Committee will review matters of concern, arising from the application of the Agreement. It is understood the criteria may change from time to time as determined by the Committee members.

**7.02** The Committee shall function in an advisory capacity with the authority to make recommendations to Senior Management but normally not to amend the Agreement.

**7.03** The meetings will not be used to discuss matters which are properly a subject of a grievance or collective bargaining.

**7.04** Each of the Employer and the union will have the option of appointing one (1) additional person to the Operations and Maintenance Joint Working Conditions Committee to represent the interests of this bargaining unit.

**7.05** The Committee will meet monthly at a time and place agreed upon by Committee members.

Both parties will submit agenda items within a subscribed time frame to the Committee Chair and where no items are submitted the meeting will be carried over to the next month.

Each Committee member will receive copy of the Meeting Minutes and a summary will be posted on the Team bulletin boards.

## **ARTICLE 8 - NO STRIKE/NO LOCKOUT**

- 8.01** There shall be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be defined in the *Labour Relations Act* for the Province of Ontario.
- 8.02** In the event of a legal strike or lockout by persons represented by another trade union and employed by the Employer, the Employer will meet with representatives of the union to discuss matters of interest to the parties, including the maintenance of the effective operation of the University.
- 8.03** In the event that any person represented by a trade union and employed by the Employer, other than those represented by this union, engage in a lawful strike or is lawfully locked out, employees covered by this Agreement will not be required to perform work normally done by these employees.

## **ARTICLE 9 - HEALTH & SAFETY**

- 9.01** McMaster University is committed to providing and maintaining healthy and safe conditions and practices for all employees. To support this commitment, the parties acknowledge the respective responsibilities of the Employer, the union and the employees in jointly implementing and maintaining an Internal Responsibility System directed at preventing incidents involved occupational injuries and illness and adverse effects upon the natural environment. It is further agreed that the parties will abide by the provisions of the *Occupational Health and Safety Act* as amended, R.S.O. 1990, c.O.1 as amended.

The Employer is responsible for the provision of information, training, equipment, programs, and resources to maintain the Internal Responsibility System and to ensure compliance with this policy, internal health and safety programs and all relevant statutes. The Director, Managers, Coordinators, etc. are accountable for the safety of employees who work within their area of jurisdiction and for compliance with statutory and University requirements and the support of Joint Health and Safety Committees.

Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their supervisor.

The union agrees to endorse any education programs of information and instruction initiated by the University and/or as required by relevant legislation that will promote health and safety awareness and training among employees.

No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the *Occupational Health and Safety Act*.

The Employer will continue to provide access to First Aid/CPR and re-certification training at no cost to employees. Training will be held during the workday. Employees will receive compensated time off to attend these sessions.

The Employer shall provide First Aid kits in the workplace. The number and location of First Aid kits shall be reviewed annually by the Joint Health and Safety Committee for Physical Plant.

### **9.02 Health and Safety Committee**

The employees in this bargaining unit will be covered by the Central Joint Health and Safety Committee and by the Health and Safety Committee already established for Physical Plant.

### **9.03 Safety Equipment**

The Employer agrees to provide protective equipment and clothing when required by the *Occupational Health and Safety Act* and regulations, and to ensure that safety equipment, materials, and protective devices (including protective clothing) are maintained in good condition. The Employer shall cover the cost of required clothing of protective wear and clothing.

### **9.04 Safety Clothing**

Each benefit year (July 1 - June 30), every employee will be entitled to:

- i) Two (2) pairs of work pants; or
- ii) Two (2) work shirts; or
- iii) One (1) pair of work pants and one (1) work shirt.

The Employer agrees to reimburse 100% of the cost of one (1) pair of safety shoes or boots, to a maximum of \$75.00 per purchase. To be eligible for this reimbursement, the safety boots or shoes must be designated as required by the Employer and must meet all relevant safety standards specified by the Employer. Further, such reimbursement will only be provided in the case or replacement footwear when, in the opinion of the Employer, such

replacement is necessary, and in any event shall not be more often than once during the term of this contract.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 (a)** Nothing herein shall prevent an individual employee from discussing a personal complaint with his/her immediate supervisor or from presenting a grievance on his/her own behalf as herein provided.
- (b)** An employee shall be informed of his/her right to have a steward present, or another bargaining unit employee who is immediately available if a steward is not available, for a meeting convened by the Employer with an employee for the purpose of taking disciplinary action. It is recognized that it may be necessary to discipline or discharge an employee without the presence of a union steward but in such cases the chief steward will be notified as soon as possible thereafter. If such action is taken the employee may grieve the disciplinary or discharge action in accordance with the provisions of Article 10.03, or in the case of discharge, Article 13.02.
- 10.02** Should any grievance arise between any employee and the Employer as to the interpretation, application, administration or alleged violation of this Agreement or as to working conditions, the employee shall discuss such complaint with his/her Team Service Manager or designate and an earnest effort will be made to settle such grievance without undue delay. Failing settlement of such complaint by discussion, it will be dealt with in the following manner:
- 10.03 Stage One.** An aggrieved employee shall first submit his/her representation in writing his/her Team Service Manager or designate either directly or through his/her steward. Any such grievance shall be presented within seven (7) working days of the time when it arises. Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based.
- 10.04 Stage Two.** Where a decision satisfactory to the employee is not given, within 5 working days from the time such representations were presented, then such employee accompanied by a Steward and Chief Steward may, within 5 working days after the decision of the Team Service Manager or designate has been given or should have been given, present such grievance to the Director, Physical Plant or other person designated by the Employer.
- 10.05 Stage Three.** If within 5 working days from the time representations at Stage 2 were presented, a decision satisfactory to such employee is not given, then such employee may within 5 working days after the decision of the Director, Physical Plant or designate, has been given or should have been given, present such grievance to the Director, Employee/Labour Relations or other representative designated by the Employer.

**10.06** The Director or designate shall notify the employee of the time and place at which they will meet to discuss the matter. The grievor may be accompanied by a steward and at the request of either party a representative of the union shall be present.

The parties will meet to discuss the matter and at such meeting the written representations and the Stage 2 decision of the Director, Physical Plant or designate, shall be considered.

Every effort will be made to settle such grievance within 10 work days from the date written notice of the matter was received. The Director, Employee/Labour Relations, or designate shall give the decision in writing on behalf of the Employer.

The Chief Steward and Steward will receive a copy of all Employer responses at each Stage of the grievance procedure.

**10.07** Any differences arising directly between the Employer and the union as to the interpretation, application, administration or alleged violation of the Agreement may be submitted in writing by either party hereto with opportunity for discussion between the officers of the union and representatives of the Employer. If the parties are unable to settle such a difference within ten (10) working days from such discussion then the party to whom the said notice was delivered shall reply to such difference in writing within fifteen (15) working days from such discussion.

**10.08** The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays, the specified holidays recognized herein and any other day upon which the grievor is not scheduled to work.

**10.09** Grievance meetings will be held, where possible, during the working hours of the grievor. If the meeting is outside of regular work hours the grievor will be compensated.

## **ARTICLE 11 - ARBITRATION**

**11.01** If any grievance relating to the interpretation, application, administration or alleged violations of this Agreement, including whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of Article 10, the matter may then by written notice of appeal given to the other party within 5 working days of the delivery of the decision of the Employer at Stage Three, or in the case of a difference directly between the union and the Employer, within 5 working days, from the date when the written reply to the submission was or should have been delivered be referred to arbitration.

The Employer and the union shall each appoint one arbitrator within seven working days from the receipt of the notice and the two arbitrators so appointed shall appoint a third who shall be the chairperson. No person may be appointed as an arbitrator who has participated

directly in any attempt to settle the grievance. If the parties fail to agree upon a chairperson within 5 working days, either party may request the Ontario Labour Management Arbitration Commission to choose the chairperson. A chairperson shall be chosen preferably from the judiciary, having regard to his/her impartiality, his/her qualifications in the interpretation of agreements and his/her familiarity with industrial relations.

The decision of the majority of the arbitrators, or in the event there is no majority decision, the decision of the chairperson, shall be final and binding upon all parties concerned and any employee affected by it, but in no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

**11.02** Notwithstanding the provisions of Section 11.01, the parties hereto may select one person as a referee to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restrictions as a board of arbitrators appointed under this Agreement.

**11.03** The rules of arbitration annexed hereto as Appendix "B" shall govern the conduct of any arbitration proceedings hereunder and the presumption shall be that, until the contrary has been proven, the provisions of this Agreement have been complied with.

## **ARTICLE 12 - RECORD OF DISCIPLINE**

**12.01** The University will not use warnings or reprimands in an employee's personnel file that are more than 18 months old, 24 months regarding suspensions, unless the employee has had a subsequent warning for an offence during that period of time.

**12.02** An employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept. The employee shall give the Employer 24 hours' written notice to having access to such files. The review of such file shall take place during the non-working hours of the employee and access to the file shall be in the presence of Human Resources representation and no longer than 15 minutes.

## **ARTICLE 13 - DISCHARGE CASES**

**13.01** A claim by an employee that he/she has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Assistant Director, Custodial Operations or his/her designate within 5 working days after such employee ceases to work for the Employer.

**13.02** Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage Two, by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) re-instating the employee with full compensation for time lost; or
- (c) by any other arrangement which may be deemed just and equitable in the circumstances.

## **ARTICLE 14 - WORK OPPORTUNITIES AND SCHEDULING**

**14.02** The regular work day for casual custodial staff shall consist of a minimum of four (4) hours and up to eight (8) hours worked within a continuous 8.5 hour period.

**14.02** For employees working an eight (8) hour shift, there shall be one uninterrupted unpaid meal period of one-half hour in each work day, and there will be two (2) paid break periods of 15 minutes each.

**14.03** For employees working shifts that are less than eight (8) hours:

- (a) If the shift is up to five (5) hours, there will be one paid break period of 15 minutes;
- (b) If the shift is more than five (5) hours, but less than eight (8) hours, there will be one paid break period of 15 minutes and one uninterrupted unpaid meal period.

**14.04** The union and the Employer agree that employees in this bargaining unit will be scheduled to work on short notice. Employees are expected to have a phone message machine, but in any event, are responsible for accurately obtaining messages in a timely fashion from those who answer their phone. Each employee must advise the Employer in writing of any restrictions on his/her availability to work. Each employee must also advise the Employer in writing of any changes in his/her availability to work.

**14.05** Subject to Article 14.10, the Employer will keep a list ("the List") of employees in this bargaining unit. Employees will be placed on the List in the sequence of their last date of hire. As the Employer becomes aware of available work, employees will be called and offered such work in the sequence in which their names appear on the List on a continuously rotating basis.

**14.06** For purposes of determining seniority among the employees in this bargaining unit, seniority shall be based on accumulated hours worked. The Employer will provide the union with a Seniority list once every six (6) months following the date of ratification of this collective agreement.

**14.07** A new casual employee hired following the date of ratification shall be considered as a

probationary employee for the period of the first sixty (60) shifts for which he/she is paid by the employer. The employment of probationary employees may be terminated at any time during the probationary period and they will not have recourse to the grievance and arbitration procedure regarding their termination, unless the decision to terminate is made in bad faith.

- 14.08** The Employer will attempt to advise employees of work opportunities by the end of the day on Wednesday of the week preceding the week in which the work is required.
- 14.09** When the Employer is able to provide more than 24 hours' notice of a work opportunity, a message will be left for the employee advising of the work opportunity. If any such message is not returned and confirmed by the employee within 24 hours of the offer, the opportunity will be offered to the next employee on the List. If the Employer cannot provide 24 hours' notice of a work opportunity, no message will be left and each subsequent employee on the List will be called until the Employer contacts an available employee.
- 14.10** A work opportunity declined, not confirmed with 24 hours or, with less than 24 hours' notice not taken, will count as though worked for the purpose of the sequence of offering subsequent job opportunities.

Work that requires specific skill, knowledge and/or experience will be offered to the next employee in sequence who possesses such skill, knowledge and/or experience. Any employee passed over will maintain his/her place in the sequence for all other work opportunities. The Employer and the union agree that work in the Animal Facilities, Radiation laboratories, Unit 19 and work that requires specialized machinery, such as floor scrubbing/waxing, shall fall within the scope of this Article 14.10. The Employer will ensure, at a minimum, the current complement of such skilled employees will be maintained and to do so the Employer will provide necessary training.

The Employer may, with two (2) weeks' written notice to the union, within which time the union shall have the opportunity to comment, advise the union of any additional areas or work for which it intends to rely on this Article 14.10.

- 14.11** An employee who will not be available for work for a period of time exceeding one week is required to advise the Employer as to the length of time he/she will be unavailable. Upon becoming available for work again, the employee will resume his/her normal place on the List and will be offered work at such time as his/her name is next in sequence on the List.
- 14.12** An employee will be dropped from the List:
- (a) After five (5) instances in a calendar year (other than as noted in 14.11 or as a result of planned or unplanned leave) of advising the Employer that he/she is unavailable for work assignments offered by the Employer;

- (b) After three (3) failures in a calendar year to show up for a confirmed shift, without providing the Employer with as much notice as possible, which notice shall not be less than 24 hours.

All other performance related and/or disciplinary matters will be dealt with by the Employer in accordance with the principles of progressive discipline.

- 14.13** When the Employer identifies the availability of a series of custodial shifts recurring regularly for a period of at least one month and all available custodial employees in the full-time Operations and Maintenance unit are otherwise actively employed, it will offer such opportunity to the qualified employee on the List based on the employee's last date of hire. Subsequent similar opportunities will be offered to the next qualified employee on the List. A work opportunity offered under this Article that is declined or not confirmed within 24 hours of being offered, will count as though worked for the purposes of the sequence of offering subsequent work opportunities under this Article.

#### **ARTICLE 15 - OVERTIME**

- 15.01** An employee shall be paid at the rate of one and one-half times his/her applicable rate for authorized time worked in excess of eight (8) hours in a day.
- 15.02** If an employee is asked, on the same day that he/she is working, to work overtime for one hour or more, he/she will be provided with an \$11.00 meal allowance.

#### **ARTICLE 16 - PAID HOLIDAYS**

- 16.01** The following days shall be paid holidays in accordance with the provisions of the *Employment Standards Act, 2000, S.O. 2000, c.41*. as amended:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

#### **ARTICLE 17 - VACATION PAY**

- 17.01** The sum of 4% of an employee's regular earnings will be added as vacation pay to each pay cheque.

## **ARTICLE 18 - WAGES**

**18.01** The job classifications and hourly wage rates and their application are as set out in Appendix “A” hereto. Where there is a shortage of pay on an employee’s cheque in excess of \$25.00, the Employer shall issue a cheque for the outstanding balance within three (3) working days of notification.

**18.02** Employees will be paid bi-weekly, in arrears, on Friday. The Employer may change the payday at its sole discretion upon providing the union of two (2) weeks’ written notice of such change.

### **18.03 Storm Emergencies**

When the University is closed pursuant to its Storm Emergency Policy, all shifts for employees in this bargaining unit will be considered cancelled for that day unless the employee is subsequently and specifically asked to come to work.

## **ARTICLE 19 - UNPLANNED LEAVE**

**19.01** If an employee refuses a work opportunity because of accident, bereavement, family emergency as set out in Section 50 of the *ESA*, illness, jury duty, or union business, the Employer will record such reason and will not count such refusal within the scope of Article 14.12. The Employer has the right to require employees to provide documentation to verify any such absence as it deems appropriate.

## **ARTICLE 20 - NATIONAL SECURITY**

**20.01** The Canadian government, either directly or through its agencies, may instruct the Employer with respect to the security of information and materials and the personnel permitted to do certain work. The union recognizes that the Employer is obliged to meet such instructions and that for such reason the Employer may refuse certain employees access to the work or may transfer employees covered by such instructions.

## **ARTICLE 21 - PLANNED LEAVE**

**21.01** An employee may request that his/her name be temporarily suspended from the List of employees for reasons of Pregnancy or Parental leave for a period of up to the maximum period of such leave under the *Employment Standards Act, 2000*. The Employer will provide any necessary documentation of employment that may be required by the employee.

**21.02** An employee may request that his/her name be temporarily suspended from the List of employees for reason of an unpaid leave of absence for up to three (3) months.

**ARTICLE 22 - PAY EQUITY**

**22.01** The parties agree that the work performed in this bargaining unit comprises a single female job class, the value and rate of which is appropriately proportional to the value and rate of predominantly male job classes in the full-time Operations and Maintenance bargaining unit.

**IN WITNESS WHEREOF** the Employer has caused its corporate seal to be affixed hereto under the hands of its proper officers, and the authorized representatives of the union have hereunto set their hands and seals.

**EXECUTED** at Hamilton as of the date first above written.

**McMASTER UNIVERSITY**

**SERVICE EMPLOYEES' INTERNATIONAL  
UNION, LOCAL 2.0n**

\_\_\_\_\_  
Vice-President, Administration

\_\_\_\_\_  
President

\_\_\_\_\_  
Assistant Vice-President, Human Resources

\_\_\_\_\_  
Secretary-Treasurer

**APPENDIX “A”**

**WAGE RATES**

<b>Employees hired prior to October 2001</b>	<b>\$15.90 per hour</b>
<b>Employees hired on or after October 1, 2001</b>	<b>\$13.40 per hour</b>
<b>Employees hired after October 13, 2005</b>	<b>\$12.00 per hour</b>

**APPENDIX “B”**

**RULES OF ARBITRATION**

1. Arbitration shall be heard at a place mutually agreed upon, and in default of agreement, at Hamilton, Ontario.
2. In any arbitration, the written representation of the employee made to the Director, Physical Plant and his/her decision shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
3. Each party to arbitration shall be entitled through counsel or otherwise to present evidence, to cross examine the witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief or argument presented by the other. If briefs are to be filed, such briefs and replies, if any, shall be filed within such times as may be specified by the chairperson. A copy of any brief or reply shall be delivered to the other party forthwith after filing.
4. Witness fees and allowances shall be paid by the party calling the witnesses.
5. The Employer and the union shall each be responsible for one-half of the expenses of and fees payable to the chairperson of the arbitrators in addition to the expenses of their own nominee.
6. The award of the arbitrators shall be given within a period of fifteen (15) days after the close of the hearings.